

In re: ) Chapter 11  
)  
Delphi Corporation, et al. ) Case No. 05-44481 (RDD)  
) (Jointly Administered)

Response to 13<sup>th</sup> Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696

from: Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, [saugust@sierrafunds.com](mailto:saugust@sierrafunds.com), [tgarga@sierrafunds.com](mailto:tgarga@sierrafunds.com)

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696

date: Friday, May 4<sup>th</sup>, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 13<sup>th</sup> Omnibus Objection to claims requesting that the above claim in the amount of \$15,234.88 be reduced and modified on the basis that the claim and asserted liability are overstated pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and Schaefer Systems International, Inc. (Assignor) ("Schaefer") Object to this Objection.

1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2696 in an amount of \$15,234.88.
2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2696 for the full filed amount of \$15,234.88 as liquidated and undisputed.
3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$15,234.88 and sent immediately to Sierra's attention for signature.
4. Copies of the following have been enclosed with this response: The Notice of 13<sup>th</sup> Omnibus Objection to Claim # 2696, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and Schaefer Systems International, Inc. (Assignor), Proof of Claim # 2696 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for Schaefer Systems International, Inc. (Assignor) and the supporting documentation requested for claim # 2696 evidencing the amount of \$15,234.88 owed on Claim # 2696 filed by Sierra Liquidity Fund, LLC; Assignor: Schaefer Systems International, Inc. **The supporting documents in Proof of Claim # 2696 include Invoices, Purchase Orders, Packing Slips and Proof of Deliveries.**
5. Sierra and Schaefer see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2696, as the supporting claim documentation (Invoices, Purchase Orders, Packing Slips and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$15,234.88 remains due and owing as a valid unpaid pre-petition unsecured claim.
6. Sierra and Schaefer do not object to the proposed Modified Debtor for which Claim # 2696 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for Schaefer Systems International, Inc.

Scott August  
949-660-1144, ext. 17  
[saugust@sierrafunds.com](mailto:saugust@sierrafunds.com)

Tammy Garza  
949-660-1144 ext. 22  
[tgarga@sierrafunds.com](mailto:tgarga@sierrafunds.com)

Jim Riley  
949-660-1144 ext. 16  
[jriley@sierrafunds.com](mailto:jriley@sierrafunds.com)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11  
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)  
Debtors. : (Jointly Administered)  
-----X

NOTICE OF OBJECTION TO CLAIM

Schaefer Systems International & Sierra Liquidity Fund:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your "Claims," as such term is defined in 11 U.S.C. § 101(5), identified in the table below should be disallowed and expunged or modified as summarized in that table and described in more detail in the Debtors' Thirteenth Omnibus Objection To Certain Claims (the "Thirteenth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Thirteenth Omnibus Objection is set for hearing on May 31, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED THIRTEENTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 24, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Thirteenth Omnibus Objection identifies five different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claims" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

The Claim identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" is a Claim that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also was not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And

Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claims" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claims" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Protective Insurance Claims" are those Claims that were filed to protect against future rejection damages that could arise if the Debtors ultimately reject an executory insurance contract pursuant to section 365 of the Bankruptcy Code.

The Claim identified as having a Basis For Objection of "Books and Records Insurance Claim" is a Claim that asserts a liability or a dollar amount that the Debtors have determined is not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Claims" are those Claims that were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Tax Claims" are those Claims filed by taxing authorities that were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims (a) that the Debtors have determined were overstated, and/or (b) with respect to which the Debtors seek to appropriately re-classify the total amount remaining, and/or (c) with respect to which the Debtors seek to specify the appropriate Debtor by case number.

Claims identified as having a Basis For Objection of "Tax Claims Subject to Modification" are those Claims that (a) state the incorrect amount, and/or (b) were filed and docketed against the wrong Debtors, and/or (c) incorrectly assert secured or unsecured priority status.

Claims identified as having a Basis For Objection of "Claims Subject to Modification and Reclamation Agreement" are those Claims in which the claimant asserted a reclamation demand and the Debtors and the claimant have entered into a letter agreement (the "Reclamation Letter Agreement") pursuant to which the Debtors and the claimant agreed upon the valid amount of the reclamation demand, subject to the Debtor's right to seek, at any time and notwithstanding the claimant's agreement to the amount set forth in the Reclamation Letter Agreement, a judicial determination that certain reserved defenses with respect to the reclamation demand are valid.

Date Filed	Claim Number	Asserted Claim Amount <sup>1</sup>	Basis For Objection	Treatment Of Claim		
				Correct Debtor	Modified Amount	Modified Nature
38826	5/19/1907	\$15,234.88	Claims Subject to Modification	05-44640	\$1,174.00	General Unsecured

If you wish to view the complete exhibits to the Thirteenth Omnibus Objection, you can do so at [www.delphidocket.com](http://www.delphidocket.com). If you have any questions about this notice or the Thirteenth Omnibus Objection to your Claim, please contact Debtors' counsel by e-mail at [delphi@skadden.com](mailto:delphi@skadden.com), by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a Claim or the filing of a Claim should be directed to Claims Agent at 1-888-249-2691 or [www.delphidocket.com](http://www.delphidocket.com). CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), APPLY TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO THE DEBTORS' OBJECTION AS SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES ORDER IS INCLUDED HERewith. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Thirteenth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on May 24, 2007. Your Response, if any, to the Thirteenth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the Claim; (iii) a concise statement setting forth the reasons why the Claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon

<sup>1</sup> Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated.

which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the Claim; (v) to the extent that the Claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such Claim upon liquidation of the Claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the Claim.

If you properly and timely file and serve a Response in accordance with the procedures described above, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the May 31, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on May 31, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO ACCEPT SUCH AMOUNT PROVISIONALLY AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. IF NO RESPONSES TO THE THIRTEENTH OMNIBUS OBJECTION ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES SET FORTH HEREIN AND IN THE CLAIMS OBJECTION PROCEDURES ORDER, THE BANKRUPTCY COURT MAY ENTER AN ORDER SUSTAINING THE THIRTEENTH OMNIBUS OBJECTION WITHOUT FURTHER NOTICE OTHER THAN NOTICE OF THE ENTRY OF SUCH AN ORDER AS PROVIDED IN THE CLAIMS OBJECTION PROCEDURES ORDER. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

## Transfer of Claim

### Delphi Corporation, Delphi Automotive Systems, LLC, et al.

This agreement (the "Agreement") is entered into between Schaefer Systems International ("Assignor") and Sierra Liquidity Fund, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum of ~~the current amount outstanding on the Assignor's trade claim~~ (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor, including the right to amounts owed under any executory contract and any respective cure amount related to the potential assumption and cure of such a contract (the "Claim"), against Delphi Corporation, Delphi Automotive Systems, LLC, *et al.* (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than \$15,234.88 [insert the amount due, which shall be defined as "the Claim Amount"], and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, cure payments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on

account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

**If you have filed a Proof of Claim please check here: \_\_\_\_\_**

**Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.**

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned **Assignor** hereto sets his hand this 18 day of January, 2005. 2006.

ATTEST

By   
Signature

Rebecca J. Beck, Credit Manager  
[Print Name and Title]

704-944-4500 Y 552A  
Phone Number

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al.  
2699 White Rd, Ste 255, Irvine, CA 92614  
949-660-1144 x17; fax: 949-660-0632 [jriley@sierrafunds.com](mailto:jriley@sierrafunds.com)  
1/3/06

Schaefer Systems International, Inc.  
Name of Company

10021 Westlake Drive  
Street Address

Charlotte, NC 28273  
City, State & Zip

704-588-1862 general@ssimail.net  
Fax Number Email

  
Agreed and Acknowledged.  
Sierra Liquidity Fund, LLC

<b>United States Bankruptcy Court Southern District Of New York</b>		<b>PROOF OF CLAIM</b> This Space For Court Use Only	
Name of Debtor <b>Delphi Corporation &amp; Delphi Automotive Systems, LLC</b>		Case Number <b>05-44481 &amp; 05-44640</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>Schaefer Systems Internat'l +</b> <b>Sierra Liquidity Fund</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent:  <b>Sierra Liquidity Fund</b> <b>2699 White Road - Suite 255</b> <b>Irvine, CA 92614</b>		This Space For Court Use Only	
Telephone Number: <b>949-660-1144 x 17</b>			
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____	
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <b>Various</b>		3. If court judgment, date obtained:	
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. <b>Unsecured Nonpriority Claim \$15,234.88</b> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.			
<b>Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		<b>Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	
5. Total Amount of Claim at Time Case Filed: \$ _____ (Unsecured) _____ (Secured) _____ (Priority)		15,234.88 (Total)	
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This Space For Court Use Only	
Date: <b>4/13/06</b>		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>J-S. RILEY</b>	



# **SCHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
CHARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862  
www.ssi.schaefer-us.com

## **INVOICE**

**SOLD TO: 238666**  
DELPHI AUTOMOTIVE SYSTEMS  
\*\*\*DO NOT MAIL\*\*\*

ANDERSON, IN 46013

**SHIP TO:**  
DELPHI AUTOMOTIVE SYS (223)  
\*\*\*DO NOT MAIL\*\*\*  
760 JERSEY AVE  
TERRY DODD P:317-579-2931  
NEW BRUNSWICK, NJ 08902

INVOICE NO: PARA111786  
DATE: 8/18/2005  
DATE DUE: 10/12/2005

SALES ORDER #: **PSLA108154**  
BOL#: BAX 7184225

PURCHASE ORDER NO.			F.O.B. POINT			SHIP VIA		TERMS	
<b>JBS91519</b>			<b>Origin</b>			<b>BAX Global</b>		<b>2ND DAY 2ND MO</b>	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION		UNIT PRIC	EXT. PRICE
EA	1	1,000.0	1,000.0		0.0	LABELT.PPL PURPLE TOYOTA LABEL		0.14	140.00

**Pack Slip Nos:** PPSA111883

**Comments:**

*Misc. Charges:* \$0.00  
*NJ Sales Tax:* \$0.00  
*Tooling/Services Total:* \$0.00  
*Shipping/Handling:* \$0.00  
*Discount:* \$0.00

**Invoice Total:** \$140.00

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH  
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM  
SPECIFICATIONS.  
SHIP VIA: SEE DELPHI ROUTING LETTER  
CONTACT: TERRY DODD  
P:317-579-2931  
F:317-579-2931  
PER GREG 8/12@3:16: "CUSTOMER IS TO GET THE SAME LABEL AS  
PREVIOUS ORDER".  
TMMC LABELS:

Any account not paid by the end of the month following the month of billing will be subject to a finance  
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This  
is equivalent to an annual percentage rate of 18%.

**SCHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
CHARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862  
www.ssi.schaefer-us.com

**INVOICE**

**SOLD TO: 238666**  
DELPHI AUTOMOTIVE SYSTEMS  
\*\*\*DO NOT MAIL\*\*\*

ANDERSON, IN 46013

**SHIP TO:**  
DELPHI AUTOMOTIVE SYS (223)  
\*\*\*DO NOT MAIL\*\*\*  
760 JERSEY AVE  
TERRY DODD P:317-579-2931  
NEW BRUNSWICK, NJ 08902

INVOICE NO: PARA111786  
DATE: 8/18/2005  
DATE DUE: 10/12/2005

SALES ORDER #: **PSLA108154**  
BOL#: BAX 7184225

PURCHASE ORDER NO.			F.O.B. POINT			SHIP VIA		TERMS	
JBS91519			Origin			BAX Global		2ND DAY 2ND MO	
JOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION		UNIT PRIC	EXT. PRICE

PURPLE W/WHT TEXT THAT READS:

C  
OCD 7293A DPHNJ  
CUSTOMER REQUEST SHIP AS SOON AS POSSIBLE

**\*\*INFORM THEM WHEN READY TO SHIP\*\***

SHIP TO PLANT SPECIFIED VEA DELPHI TRAFFIC INSTRUCTIONS LETTER. IF  
NO LETTER ON FILE CALL 1-800-805-9433. NOTE DELPHI E&C HAS A  
CONSIGNEE BILLING AGREEMENT WITH UPS. CALL 1-800-742-5877 FOR  
INQUIRIES. DO NOT USE PPA.

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

# PACKING SLIP

Schaefer Systems International  
PO Box 7009  
Charlotte, NC 28241  
www.ssi.schaefer-us.com

PO Number:	JBS91519
Ship Terms:	COL

**SHIP TO:**  
DELPHI AUTOMOTIVE SYS (223)  
\*\*\*DO NOT MAIL\*\*\*  
760 JERSEY AVE  
TERRY DODD P:317-579-2931

**SOLD TO:** 238666  
DELPHI AUTOMOTIVE SYSTEMS  
\*\*\*DO NOT MAIL\*\*\*

NEW BRUNSWICK, NJ 08902  
**Ship Contact:**

ANDERSON, IN 46013

PACKING SLIP NUMBER		DATE	SHIP VIA		FREIGHT BILL NO	
PPSA111883		8/17/2005	BAX Global		BAX 7184225	
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
PSLA108154	LABELT.PPL	1	1,000.000	0.000	1,000.000	0.000
PURPLE TOYOTA LABEL						

Entered by: JLOVE  
S/O Comments:

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH NON-RETURNABLE  
AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.  
SHIP VIA: SEE DELPHI ROUTING LETTER

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's  
delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI  
assumes no responsibility for goods received damaged.

CORPORATE SUPPORT GROUP  
1850 ARKSTROM AVE.  
IRVINE, CA 92606-4838

001 001

8-19-05  
ORIGIN  
DEST. SORT CODE

SHIPPER'S REFERENCE NO.  
PSLA108154  
SHIPPER'S ACCOUNT NO.  
SSSF  
SHIPPER'S DEPT. FLOOR  
MFG-  
SHIPPER'S PHONE NO.

SHIPPER'S ADDRESS  
GLORIA FORD  
0124 Westlake Drive  
Charlotte NC 28273  
SHIPPER'S STATE  
SHIPPER'S ZIP (REQUIRED)

BILLING INFORMATION  
PREPAID (SHIPPER) \$  
COLLECT (CONSIGNEE) \$  
3RD PARTY (ACCT. NO. REQ'D)  
C.O.D.  
SHIPPER'S SIGNATURE  
SHIPPER'S NAME  
SHIPPER'S PHONE NO.

DECLARED VALUE  
\$ NA  
LIMIT OF LIABILITY  
\$ 3100

RECEIVED BY BAX GLOBAL DRIVER / AGENT  
SHIPPER'S SIGNATURE: [Signature]  
SHIPPER'S NAME: Gloria Ford  
SHIPPER'S PHONE NO: 3100  
SHIPPER'S ADDRESS: 0124 Westlake Drive  
SHIPPER'S CITY: Charlotte  
SHIPPER'S STATE: NC  
SHIPPER'S ZIP: 28273

718 5827

CONSIGNEE'S REFERENCE NO.  
90 JBS91519  
CONSIGNEE'S ACCOUNT NO.  
ON FILE-BAX  
CONSIGNEE'S DEPT. FLOOR  
Delphi Automotive Sys (223)  
CONSIGNEE'S PHONE NO.  
Terry Dodd 317-579-2931  
CONSIGNEE'S ADDRESS  
760 Jersey Ave.  
New Brunswick NJ 08902  
CONSIGNEE'S CITY  
CONSIGNEE'S STATE  
CONSIGNEE'S ZIP (REQUIRED)

HANDLING INFORMATION (SPECIAL RATE MAY APPLY)  
HOLD AT BAX  
DANGEROUS GOODS  
SATURDAY DELIVERY  
SPECIAL DELIVERY  
CONVERSION  
SPECIAL INSTRUCTIONS / ADDITIONAL REFERENCE INFORMATION:  
BAX has Delphi's account No. on file.  
NO. OF PCS.  
1  
WEIGHT  
1.5 LBS  
LENGTH  
6"  
WIDTH  
6"  
HEIGHT  
6 1/2"  
DESCRIPTION  
Adhesive Labels  
TOTAL PCS.  
1  
TOTAL WT.  
1.5#  
NO. OF PIECES  
1  
SHIPPER'S SIGNATURE  
SHIPPER'S NAME  
SHIPPER'S PHONE NO.

FOR BAX GLOBAL USE ONLY  
RECEIVED BY BAX AT  
SHIPPER'S DOOR  
BAX TERMINAL  
OUTSIDE CARRIER  
CHARGES ADVANCED  
PRO NUMBER  
CARRIER MAKE

1. I certify that this cargo does not contain any unauthorized explosives, incendiaries or hazardous materials. I consent to a search of this cargo. I am aware that this endorsement and original signature, along with shipping documents, will be retained on file for at least thirty days.  
SHIPPER'S REPRESENTATIVE SIGNATURE: SIGN NAME X  
SHIPPER'S ADDRESS: 0124 Westlake Drive  
SHIPPER'S CITY: Charlotte  
SHIPPER'S STATE: NC  
SHIPPER'S ZIP: 28273  
SHIPPER'S PHONE NO: 3100  
SHIPPER'S SIGNATURE: [Signature]  
SHIPPER'S NAME: Gloria Ford  
SHIPPER'S PHONE NO: 3100  
SHIPPER'S ADDRESS: 0124 Westlake Drive  
SHIPPER'S CITY: Charlotte  
SHIPPER'S STATE: NC  
SHIPPER'S ZIP: 28273

1-800-CALL-BAX  
FOR INFORMATION OR THE  
BAX OFFICE NEAREST YOU

SERVICE REQUESTED  
GUARANTEED SERVICES  
CALL YOUR LOCAL BAX STATION  
Guaranteed First Arrival (EMR 1)  
Guaranteed Overnight (EMR 2)  
Guaranteed Airport-to-Airport (EMR 3)

STANDARD SERVICES  
OVERNIGHT  
NEXT BUSINESS DAY  
SECOND DAY  
BAXSAVER  
NEXT FLIGHT  
AVAILABLE  
OTHER

1st personal ID reviewed  
Appealing on ID  
2nd personal ID reviewed  
Appealing on ID  
Matched photo on ID?  
Matched photo on ID?

\*\*\*\*\*  
 MANIFEST: EWR 05235223 BAX GLOBAL DATE: 08/23/05  
 DELIVERY MANIFEST TIME: 0840  
 PAGE 1 OF 1  
 CARTAGE CO: 000 J.P. BROS TRUCKING  
 DRIVER: 005 ALEX GOMEZ REPRINT

AIRBILL #	CONSIGNEE	SHIPPER	PIECES	WEIGHT
ATW 351517655 17 VERONICA AVE SOMERSET REF 90040974	STULL TECHNOLOGIES NJ 08873 CMT: <i>[Signature]</i>	ORBIS MENASHA WI 2D 08/19 TIME 12:40 RCVD BY <i>[Signature]</i>	1 AGT CHGS	52 GTD
SFO 4080250 125 BELMONT DR SOMERSET REF 1689318	JP MORGAN CHASE BANK NJ 08873 CMT: _____	SUN MICROSYSTEMS SP CA SD-08/15 TIME 11:35 RCVD BY <i>Kevin Burd</i>	2 AGT CHGS	126
IAH 63334200 1 RIVERVIEW DR SOMERSET REF _____	THE DOW CHEMICAL COM NJ 08873 CMT: _____	DOW CHEMICAL TX ND-08/22 TIME 11:15 RCVD BY <i>J Oskowski</i>	2 AGT CHGS	126
CLT 7185827 760 JERSEY AVE NEW BRUNSWICK REF JBS91519	DELPHI E BATTERY FLT NJ 08901 CMT: <i>[Signature]</i>	S S I SCHAEFER NC SD-08/19 TIME 1:05 RCVD BY <i>[Signature]</i>	1 AGT CHGS	2
MSN 80393886 104 GEORGES RD BLDG 105-E NEW BRUNSWICK REF 0041786654	BRISTOL MYERS NJ 08901 CMT: _____	THERMO ELECTRON SCI WI 2D 08/19 TIME 1:30 RCVD BY <i>C. Storaah</i>	1 AGT CHGS	286 GTD
BDL 353056281 604 ALLISON ROAD PISCATAWAY REF 628589	RUTGERS UNIVERSITY NJ 08854 CMT: _____	FISHER SCIENTIFIC MA SD-08/19 TIME 10:50 RCVD BY <i>B Nawakowski</i>	1 AGT CHGS	28

TOTAL SHIPMENTS = 6 TOTAL PIECES = 8 TOTAL WEIGHT = 620

FREIGHT RCVD \_\_\_\_\_ TIME \_\_\_\_\_ TOTAL AGENT CHARGES \_\_\_\_\_

MONIES AND RECEIPTS BY \_\_\_\_\_ TIME \_\_\_\_\_ APPROVED \_\_\_\_\_

START MILEAGE \_\_\_\_\_ END MILEAGE \_\_\_\_\_ ELAPSED MILEAGE \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS**  
DELPHI-E  
8750 HAGUE RD.  
INDIANAPOLIS IN 46256

**DELPHI-E & C**  
760 JERSEY AVE.  
NEW BRUNSWICK NJ  
08902

SHIP TO: 8.11.05

VENDOR NUMBER 14-733-1342  
SCHAEFER SYSTEMS INTERNATIONAL  
10021 WESTLAKE DR  
PO BOX 7009  
CHARLOTTE NC 28266

INVOICE TO:

DELPHI-E & C  
760 JERSEY AVE.  
NEW BRUNSWICK NJ  
08902

US

\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

39440 US

THIS ORDER IS NOT BINDING UNTIL ACCEPTED. ACCEPTANCE SHOULD BE EXECUTED ON ACKNOWLEDGEMENT COPY  
WHICH SHOULD BE RETURNED TO BUYER.  
ON THE REVERSE SIDE HEREOF ARE THE TERMS AND CONDITIONS TO WHICH SELLER AGREES BY ACCEPTANCE  
OF THIS ORDER.  
TERMS AND CONDITIONS INCLUDING THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF CONTAINS THE  
COMPLETE AND FINAL AGREEMENT BETWEEN BUYER AND SELLER AND NO OTHER AGREEMENT IN ANY WAY  
MODIFYING ANY OF SAID TERMS AND CONDITIONS WILL BE BINDING UPON THE BUYER UNLESS MADE IN WRITING AND  
SIGNED BY BUYER'S AUTHORIZED REPRESENTATIVE.  
BUYER'S ACCEPTANCE OF THIS ORDER SHALL BE DEEMED TO ACCEPT THE SELLER'S STANDARD TERMS AND CONDITIONS ATTACHED  
HERE TO APPLY.

DELPHI-E & C  
760 JERSEY AVE.  
NEW BRUNSWICK NJ  
08902

US

\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

39440 US

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ON THE REVERSE SIDE HEREOF ARE THE TERMS AND CONDITIONS TO WHICH SELLER AGREES BY ACCEPTANCE  
OF THIS ORDER.  
TERMS AND CONDITIONS INCLUDING THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF CONTAINS THE  
COMPLETE AND FINAL AGREEMENT BETWEEN BUYER AND SELLER AND NO OTHER AGREEMENT IN ANY WAY  
MODIFYING ANY OF SAID TERMS AND CONDITIONS WILL BE BINDING UPON THE BUYER UNLESS MADE IN WRITING AND  
SIGNED BY BUYER'S AUTHORIZED REPRESENTATIVE.  
BUYER'S ACCEPTANCE OF THIS ORDER SHALL BE DEEMED TO ACCEPT THE SELLER'S STANDARD TERMS AND CONDITIONS ATTACHED  
HERE TO APPLY.

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NUMBER	NOUN NAME	DESCRIPTION	REF. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE
00001	1000	PR215095 001	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)					
			CROSS DOK ADHESIVE PALLET LABEL, "PURPLE COLOR," 1 X 6.25" CODE: DPHNJ-OCB WHO ORDERED: ROBERT MAYERS 08/15/05 Y 0.00% 0.140					
			SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL, TERMS AND CONDITIONS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION, AND OTHER DOCUMENTS ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE					

# CHAEFER SYSTEMS INTERNATIONAL, INC.

O. BOX 7009  
-ARLOTTE, NC 28241-7009  
ione: 704.944.4500 Fax 704.588.1862  
ww.ssi.schaefer-us.com

## INVOICE

**SOLD TO: 300307**  
DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

**SHIP TO:**  
DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

BROWNSVILLE, TX 78521

INVOICE NO: PARA111441  
DATE: 6/10/2005  
DATE DUE: 08/04/2005

SALES ORDER #: **PSLA107754**  
BOL#: MF4-00729

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
FDS81942			Origin		Customer Arranged Carrier		2ND DAY 2ND MO	
OM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		2,124.0	96.0	2,028.0	0.0	AF241507.XABL2 24X15X7" SOLID TEXTURED BOTTOM PRA12185 001	5.94	570.24
EA		4,248.0	192.0	4,056.0	0.0	PLACARD.C0001 4.5" X 6.5" PLACARD (PX-11) PRA12185 001	0.34	65.28

**Pack Slip Nos:** PPSA111511

**Comments:**

*Misc. Charges:* \$0.00  
*TX Sales Tax:* \$0.00  
*Tooling/Services Total:* \$0.00  
*Shipping/Handling:* \$0.00  
*Discount:* \$0.00

**Invoice Total:** \$635.52

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM

y account not paid by the end of the month following the month of billing will be subject to a finance  
arge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This  
equivalent to an annual percentage rate of 18%.

**CHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
HARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862  
www.ssi.schaefer-us.com

**INVOICE**

**SOLD TO: 300307**  
DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

INVOICE NO: PARA111441  
DATE: 6/10/2005  
DATE DUE: 08/04/2005

**SHIP TO:**  
DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

BROWNSVILLE, TX 78521

SALES ORDER #: **PSLA107754**  
BOL#: MF4-00729

PURCHASE ORDER NO.			F.O.B. POINT			SHIP VIA		TERMS	
FDS81942			Origin			Customer Arranged Carrier		2ND DAY 2ND MO	
JOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION		UNIT PRIC	EXT. PRICE

**SPECIFICATIONS.**

PPRA108562-MFGCLT  
CALL DELPHI LOGISTICS 248-655-0904  
CONTACT: SANDRA GEBBELE  
P: 937-356-2028  
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15"SIDES AND  
2/WHT HOT STAMPS ON THE 24" SIDES THAT READ:  
DELPHI THERMAL & INTERIOR  
RETURN TO CMM, 16879765

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.



**PACKING SLIP**

Schaefer Systems International  
PO Box 7009

Charlotte, NC 28241

www.ssi.schaefer-us.com

*PARA111441*

PO Number: FDS81942

Ship Terms: COL

**SHIP TO:**

DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

**SOLD TO:**

300307

DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

BROWNSVILLE, TX 78521

VANDALIA, OH 45377

**Ship Contact:**

PACKING SLIP NUMBER		DATE	SHIP VIA		FREIGHT BILL NO	
PPSA111511		6/6/2005	Customer Arranged Carrier		MF4-00729	
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
PSLA107754	AF241507.XABL2	1	2,124.000	2,028.000	96.000	0.000
	PRA12185 001	24X15X7" SOLID TEXTURED BOTTOM				
PSLA107754	PLACARD.C0001	1	4,248.000	4,056.000	192.000	0.000
	PRA12185 001	4.5" X 6.5" PLACARD (PX-11)				
	2 EACH ATTACHED TO AF241507.XABL2					

Entered by: SSTOVER

**S/O Comments:**

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER  
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH  
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.  
PPRA108562-MFGCLT  
CALL DELPHI LOGISTICS 248-655-0904 *WLONG #248-655-0904*  
CONTACT: SANDRA GEBBELE  
P: 937-356-2028  
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15" SIDES AND 2/WHT HOT  
STAMPS ON THE 24" SIDES THAT READ:  
DELPHI THERMAL & INTERIOR  
RETURN TO CMM, 16879765

*CENTRAL TRANSFER*

*2 SKIDS - 559<sup>ft</sup> - C250*

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.

Page Number: 1

*282504121*

SHIPPER	CARRIER
SCHAEFER SYSTEM INTERNATIONAL	CTI TR# 472392
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
<i>[Signature]</i>	<i>Rodney Silver</i>
	DATE
	6-10-05
	NUMBER OF PIECES RECEIVED
	25 kids

PURCHASE PAGE

DELPHI CORPORATION  
DELPHI T&I-VANDALIA OPERATION  
250 NORTHWOODS BLVD.  
P.O. BOX 5051  
VANDALIA, OH  
45377-5051

SHIP TO:  
DELPHI T & I - CMM  
DELPHI CORPORATION  
1900 BILLY MITCHELL BLVD.  
BLDG. B  
BROWNSVILLE, TX  
78523

US

US

TO:  
VENDOR NUMBER 14-733-1342  
SCHAEFER SYSTEMS INTERNATIONAL  
10021 WESTLAKE DR  
PO BOX 7009  
CHARLOTTE NC  
28241

INVOICE TO:  
INVOICING NOT REQUIRED FOR  
DELPHI T&I - DIV. OFFICE.  
PAYMENTS ARE GENERATED FROM  
RECEIPT OF GOODS AND SERVICES.  
TERMS NOTED ON ORDER. US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side hereof, constitutes the final agreement between the parties and no other conditions, printed or otherwise, shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/28/05  
ALTERNATION ISSUE DATE  
ALTERNATION EFFECTIVE DATE  
PHONE: 937 356 2021  
S GEBELE  
DF Buyer  
S Gebel  
PURCHASING AGENT

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH  
SHIP VIA BESTWAY  
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  
SHIPPING POINT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT PRICE
00001	2124	PRA12185 001	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)							
05/25/05 N 0.00% STRAIGHT WALL CONTAINER. CONTAINER COLOR: ROYAL BLUE. OUTSIDE DIMENSION: 24" X 15" X 7.5" THE BOTTOM SHOULD BE FLAT IN THE INSIDE AND THE OUTSIDE SHOULD BE HONEYCOMB. TWO WHITE HOT-STAMPS ON THE 24 SIDES WITH PROVIDED INFORMATION. DELPHI-KENNEDY GROUP PLACARDS ON THE 15" SIDE. WHO ORDERED: KB/E. CANTU										
FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING PAYMENT, CALL KARYN BLAKELY ON 248-655-0804 Fax: 8650										
ALL FREIGHT BILLS INCLUDING 3RD PARTY BILLING TO: DELPHI THERMAL AND INTERIOR DATA 2 LOGISTICS P O BOX 9115, NORWOOD, MA 02062-9115 FOR SHIPPING FOB DESTINATION AND CARRIER SEE ABOVE OR CALL DELPHI LOGISTICS 248-655-0904 *****SALES AND USE TAX EXEMPTION***** DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO ALL SHIPPED TO LOCATIONS WITHIN THE STATES LISTED BELOW. DELPHI CORPORATION LLC ("DELPHI") HOLDS DIRECT PAY AUTHORITY WITH THESE STATES. AS A										
									5.27 container	6.05
									.34x2 for placard	per Brian 5/4 @ 4.80
									6.05 as a not revised on way	
									5.94	6.62
									6.6200	
									6.05	

A005549 USER SANDRA L GEBELE  
CONTINUE PAGE 2  
SMOL03 11/98

Co# 300307

# **SCHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
CHARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

## **INVOICE**

**SOLD TO: 238552**  
DELPHI AUTOMOTIVE SYSTEMS  
\*\*\*DO NOT MAIL INVOICE\*\*\*

**SHIP TO:**  
DELPHI CHASSIS SYSTEMS  
DELPHI AUTOMOTIVE SYSTEMS  
GATE 4/ PLANT 11/ WOODMAN DRIVE

GRAND RAPIDS, MI 49509

KETTERING, OH 45420

INVOICE NO: HARA143958  
DATE: 6/9/2005  
DATE DUE: 08/03/2005

SALES ORDER #: **HSLA141145**  
BOL#: 592 555 095

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
DCS08913			Ship Point		BAX Global		2ND DAY 2ND MO	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		400.0	400.0		0.0	LF060503.0BL1 LF211.BLU.E -- OPEN FRONT CONTAINER 6X5X3 PR026147 001	1.24	496.00
EA		400.0	400.0		0.0	LFDC.060503TR1 DC211.E -- DUSTCOVER FOR LF211.E NEW STY. PR026147 002	1.20	480.00

**Pack Slip Nos:** HPSA148720

**Comments:**

*Misc. Charges:* \$0.00  
*OH Sales Tax:* \$0.00  
*Tooling/Services Total:* \$0.00  
*Shipping/Handling:* \$0.00  
*Discount:* \$0.00

**Invoice Total:** **\$976.00**

ITEM ID: LF060503.0BL1 = PRO26147 001  
LFDC.060503TR1 = PRO26147 002

ny account not paid by the end of the month following the month of billing will be subject to a finance  
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This  
equivalent to an annual percentage rate of 18%.

To: Rebecca

1 pg

# PACKING SLIP

Schaefer Systems International  
PO Box 7009  
Charlotte, NC 28241  
www.ssi.schaefer-us.com

PO Number:	DCS08913
Ship Terms:	CPU

SHIP TO:  
DELPHI CHASSIS SYSTEMS  
DELPHI AUTOMOTIVE SYSTEMS  
GATE 4/ PLANT 11/ WOODMAN DRIVE

SOLD TO: 238552  
DELPHI AUTOMOTIVE SYSTEMS  
\*\*\*DO NOT MAIL INVOICE\*\*\*

KETTERING, OH 45420

GRAND RAPIDS, MI 49509

Ship Contact:  
Ship Phone:

Ship Phone:

PACKING SLIP NUMBER		DATE	SHIP VIA		FREIGHT BILL NO		
HPSA148720		6/8/2005	Customer Arranged Carrier				
SALE ORDER NO	PART NO.	REL NO	QTY.	ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
HSLA141145	LF060503.0BL1	1	400.000	0.000	400.000	0.000	
LF211.BLU.E -- OPEN FRONT CONTAINER 6X5X3 LOCATION: 16110101							
	PR026147 001						
HSLA141145	LFDC.060503TR1	1	400.000	0.000	400.000	0.000	
DC211.E -- DUSTCOVER FOR LF211.E NEW STY. LOCATION: 26100301							
	PR026147 002						

141145

Entered by: ASEGOVIA

S/O Comments:  
DELPHI E & EM CALL 800-805-9433 FOR ROUTING INSTRUCTIONS.  
ITEM ID: LF060503.0BL1 = PRO26147 001  
LFDC.060503TR1 = PRO26147 002  
\*\*\*ENTIRE ORDER MUST SHIP COMPLETE\*\*\*

call 1-800-call BAY when packed  
per stary @ above #  
handles Delphi orders under 150#

2 Boxes

24x17x42

WT 40.15

Copy # 674 8532  
Rebecca  
act # not required  
for coll.

1 Box 24x17x46

WT 52.16

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.  
Date/Time Printed 6/8/2005 4:27:28 PM

Page Number: 1

Picked by: JB

Loaded by: \_\_\_\_\_

Inspected by: [Signature]

6-9-05

*Wanda Straver*  
 704-944-4576  
 MANIFEST: DAY 05162212

BAX GLOBAL  
 DELIVERY MANIFEST

DATE: 06/13/05  
 TIME: 0928  
 PAGE 1 OF 1

CARTAGE CO: 011 THE EXPEDITING CO., INC.  
 DRIVER: 300 DAYTON EAST

AIRBILL #	CONSIGNEE	SHIPPER	PIECES	WEIGHT
CLT 592555095 WOODMAN DR KETTERING REF DCS08913	DELPHI C KETTERING C OH 45420 CMT <i>LADIER</i>	S S I SCHAEFER NC SD-06/09 TIME <i>12-15</i> RCVD BY <i>JERRY N. PRA</i>	3 AGT CHGS	132 C
SDF 222602586 WOODMAN DR KETTERING REF PTA-NORMAL	DELPHI C KETTERING C OH 45420 CMT	FREUDENBERG-NOK IN ND-06/10 TIME RCVD BY	3 AGT CHGS	104 C
ELP 474947885 WOODMAN DR KETTERING REF PTA-NORMAL	DELPHI C KETTERING C OH 45420 CMT	DELPHI 2 FINISHED G TX ND-06/10 TIME RCVD BY	1 AGT CHGS	16 C
PHL 605262771 WOODMAN DR KETTERING REF 057420	DELPHI C KETTERING C OH 45420 CMT	TOPCRAFT PRECISION PA SD-06/10 TIME RCVD BY	2/ 5 AGT CHGS	50 C
STL 702401746 WOODMAN DR KETTERING REF PTA-NORMAL	DELPHI C KETTERING C OH 45420 CMT	SINCLAIR & RUSH MO ND-06/10 TIME RCVD BY	1 AGT CHGS	51 C
ORD 688438505 WOODMAN DR KETTERING REF PTA-NORMAL	DELPHI C KETTERING C OH 45420 CMT	A T F IL SD-06/10 TIME RCVD BY	1 AGT CHGS	35 C

*Bay Global*  
*Keely Paul*

*HSLA*  
*141145*  
*HARA*  
*143958*

TOTAL SHIPMENTS = 5 TOTAL PIECES = 16 TOTAL WEIGHT = 388  
 FREIGHT RCVD *2nd Pmt* TIME *9 20* TOTAL AGENT CHARGES  
 MONIES AND RECEIPTS BY TIME DATE APPROVED  
 START MILEAGE END MILEAGE ELAPSED MILEAGE



# CHAEFER SYSTEMS INTERNATIONAL, INC.

O. BOX 7009  
HARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862  
www.ssi.schaefer-us.com

## INVOICE

**SOLD TO: 300307**  
DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

**SHIP TO:**  
DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

BROWNSVILLE, TX 78521

INVOICE NO: PARA111440  
DATE: 6/10/2005  
DATE DUE: 08/04/2005

SALES ORDER #: **PSLA107754**  
BOL#: MF4-00728

PURCHASE ORDER NO.			F.O.B. POINT			SHIP VIA		TERMS	
FDS81942			Origin			Customer Arranged Carrier		2ND DAY 2ND MO	
ITEM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION		UNIT PRIC	EXT. PRICE
EA		2,124.0	2,028.0		96.0	AF241507.XABL2 24X15X7" SOLID TEXTURED BOTTOM PRA12185 001		5.94	12,046.32
EA		4,248.0	4,056.0		192.0	PLACARD.C0001 4.5" X 6.5" PLACARD (PX-11) PRA12185 001		0.34	1,379.04

**Pack Slip Nos:** PPSA111510

**Comments:**

*Misc. Charges:* \$0.00  
*TX Sales Tax:* \$0.00  
*Tooling/Services Total:* \$0.00  
*Shipping/Handling:* \$0.00  
*Discount:* \$0.00

**Invoice Total:** **\$13,425.36**

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER  
CONTAINER  
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH  
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM

Any account not paid by the end of the month following the month of billing will be subject to a finance  
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This  
is equivalent to an annual percentage rate of 18%.



**CHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
HARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862  
www.ssi.schaefer-us.com

**INVOICE**

**SOLD TO: 300307**  
DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

INVOICE NO: PARA111440  
DATE: 6/10/2005  
DATE DUE: 08/04/2005

**SHIP TO:**  
DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

BROWNSVILLE, TX 78521

SALES ORDER #: **PSLA107754**  
BOL#: MF4-00728

PURCHASE ORDER NO.		F.O.B. POINT		SHIP VIA		TERMS	
<b>FDS81942</b>		<b>Origin</b>		<b>Customer Arranged Carrier</b>		<b>2ND DAY 2ND MO</b>	
JOH	PO	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER)	UNIT PRIC
LINE						DESCRIPTION	EXT. PRICE

**SPECIFICATIONS.**

PPRA108562-MFGCLT  
CALL DELPHI LOGISTICS 248-655-0904  
CONTACT: SANDRA GEBBELE  
P: 937-356-2028  
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15"SIDES AND  
2/WHT HOT STAMPS ON THE 24" SIDES THAT READ:  
DELPHI THERMAL & INTERIOR  
RETURN TO CMM, 16879765

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

# PACKING SLIP

Schaefer Systems International  
PO Box 7009  
Charlotte, NC 28241  
www.ssi.schaefer-us.com

PARA 111440

\*

PO Number:	FDS81942
Ship Terms:	COL

**SHIP TO:**  
DELPHI AUTOMOTIVE SYSTEMS  
1900 BILLY MITCHELL BLVD  
BLDG B

**SOLD TO:** 300307  
DELPHI AUTOMOTIVE SYSTEMS  
250 NORTHWOODS BLVD  
P.O. BOX 5051 - MC #146

BROWNSVILLE, TX 78521  
**Ship Contact:**

VANDALIA, OH 45377

PACKING SLIP NUMBER		DATE	SHIP VIA		FREIGHT BILL NO	
PPSA111510		6/6/2005	Customer Arranged Carrier		MF4-00728	
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
PSLA107754	AF241507.XABL2	1	2,124.000	0.000	2,028.000	96.000
	PRA12185 001	24X15X7" SOLID TEXTURED BOTTOM				
PSLA107754	PLACARD.C0001	1	4,248.000	0.000	4,056.000	192.000
		4.5" X 6.5" PLACARD (PX-11)				
	PRA12185 001	2 EACH ATTACHED TO AF241507.XABL2				

Entered by: SSTOVER  
S/O Comments:

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER  
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH  
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.  
PPRA108562-MFGCLT  
CALL DELPHI LOGISTICS 248-655-0804 *W/line #*  
CONTACT: SANDRA GEBBELE  
P: 937-356-2028  
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15" SIDES AND 2/WHT HOT  
STAMPS ON THE 24" SIDES THAT READ:  
DELPHI THERMAL & INTERIOR  
RETURN TO CMM, 16879765

CALL #  
LANDSTAR  
248-305-5580  
X23

26 SKIDS-11326<sup>F</sup>-C250

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.

Page Number: 1

PARA 111440

CARRIER NAME <b>LANDSTAR # 732357</b>		DATE <b>06.10.05</b>	P.O. NO. <b>BLA 107754</b>	SHIPPER NO. <b>MF4- 00723</b>
CONSIGNEE (TO) <b>DELCHI AUTOMOTIVE SYSTEMS</b>		SHIPPER/CONSIGNOR (FROM) <b>SCHAEFER SYSTEM INTERNATIONAL</b>		
BUILDING <b>Bldg B</b>		BUILDING 4		
STREET <b>1900 BILLY MITCHELL BLVD.</b>		STREET <b>10301 WESTLAKE DRIVE</b>		
CITY, STATE, ZIP <b>Brownsville, TX 78521</b>		CITY, STATE, ZIP <b>CHARLOTTE, NC 28273</b>		
PHONE NO.		CUSTOMER'S SPECIAL REFERENCE INFORMATION <b>PB # FDS81942</b>		
NUMBER SHIPPING UNITS	Kind of Packaging, Description of Articles, Special Marks and Exceptions	NMFC NO.	CLASS	WEIGHT (LBS) (SUBJECT TO CORRECTION)
<b>26 SKIDS</b>	<b>2028-AF241507, XA B12</b> <b>4056-PLACARD, C0001</b>		<b>250</b>	<b>11'326</b>
<b>MUST CALL 24 HOURS PRIOR TO DELIVERY</b>				
<b>FOR APPOINTMENT TIME</b>				
<b>26 SKIDS</b>				<b>11'326</b>
<b>TOTAL PIECES</b>				<b>TOTAL WEIGHT</b>
<b>FREIGHT CHARGES:</b> (Check Proper Box) <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> Third Party →		<b>SPECIAL INSTRUCTIONS</b>		
<b>BILL FREIGHT CHARGES TO</b>				
<b>MAILING ADDRESS</b>				
<b>CITY, STATE, ZIP</b>				

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding,

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of the shipment without payment of freight, and all other lawful charges.

PER

(SIGNATURE OF CONSIGNOR)

he agreed value on household goods or personal effects does not exceed 25¢ per lb. per article, unless otherwise specified.

"THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION."

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted on contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification of the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER <b>SCHAEFER SYSTEM INTERNATIONAL</b>	CARRIER <b>732357</b>	
AUTHORIZED SIGNATURE 	AUTHORIZED SIGNATURE 	

**SCHAEFER SYSTEMS INTERNATIONAL, INC.**

DELPHI PROTOTYPE OPERATIONS  
\*\*\*DO NOT MAIL INVOICE\*\*\*  
3900 HOLLAND ROAD

ACCOUNT : 301010  
STATEMENT DATE : 10/10/2005

SAGINAW, MI 48601

**STATEMENT OF ACCOUNT**  
up to 10/10/05 (Based on Due Date)

<u>Invoice No.</u>	<u>Desc</u>	<u>Invoice Date</u>	<u>Cust. PO.</u>	<u>Due Date</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
HARA146884	INV	9/19/2005	S3S32850	11/13/2005	\$198.00	\$140.00	\$58.00
092205	CHK	9/30/2005				\$53.61	
100505	CHK	10/10/2005				\$86.39	
Customer Totals:					\$198.00	\$140.00	\$58.00
Customer Adjusted Totals:						\$140.00	\$58.00

0 - 30	31 - 45	46 - 60	61 - 90	91 - above	Balance	Adjusted
\$58.00					\$58.00	\$58.00

# **SCHAEFER SYSTEMS INTERNATIONAL, INC.**

P.O. BOX 7009  
CHARLOTTE, NC 28241-7009  
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

## **INVOICE**

**SOLD TO: 301010**  
DELPHI PROTOTYPE OPERATIONS  
\*\*\*DO NOT MAIL INVOICE\*\*\*  
3900 HOLLAND ROAD

SAGINAW, MI 48601

INVOICE NO: HARA146884  
DATE: 9/19/2005  
DATE DUE: 11/13/2005

**SHIP TO:**  
DELPHI PROTOTYPE OPERATIONS  
2975 NODULAR DRIVE

SAGINAW, MI 48601

SALES ORDER #: **HSLA143845**  
BOL#: 1Z2847X00341088272

PURCHASE ORDER NO.			F.O.B. POINT			SHIP VIA		TERMS	
S3S32850			Ship Point			UPS Consignee Billing		2ND DAY OF 2ND MONTH	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION		UNIT PRIC	EXT. PRICE
EA		50.0	50.0		0.0	EK050304.BL1 EK111 -- INSERT TRAY 5.4X3.4X4.4		1.20	60.00
EA		50.0	50.0		0.0	EK060505.BL1 EK112 -- INSERT TRAY 6.4X5.4X4.4		2.76	138.00

**Pack Slip Nos:** HPSA151960

**Comments:**

*Misc. Charges:* \$0.00  
*MI Sales Tax:* \$0.00  
*Tooling/Services Total:* \$0.00  
*Shipping/Handling:* \$0.00  
*Discount:* \$0.00

**Invoice Total:** \$198.00

PR428867 001 = EK050304.BL1  
PR428867 002 = EK060505.BL1

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

# PACKING SLIP

Schaefer Systems International  
PO Box 7009  
Charlotte, NC 28241  
www.ssi.schaefer-us.com

PO Number:	S3S32850
Ship Terms:	CON

**SHIP TO:**  
DELPHI PROTOTYPE OPERATIONS  
2975 NODULAR DRIVE

**SOLD TO:** 301010

\*\*\*DO NOT MAIL INVOICE\*\*\*  
3900 HOLLAND ROAD

SAGINAW, MI 48601

**Ship Contact:**

SAGINAW, MI 48601

**Ship Phone:**

PACKING SLIP NUMBER		DATE	SHIP VIA		FREIGHT BILL NO	
HPSA151960		9/15/2005	UPS Consignee Billing			
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
HSLA143845	EK050304.BL1	1	50.000	0.000	50.000	0.000
		EK111 -- INSERT TRAY 5.4X3.4X4.4				
		LOCATION: 37010101				
HSLA143845	EK060505.BL1	1	50.000	0.000	50.000	0.000
		EK112 -- INSERT TRAY 6.4X5.4X4.4				
		LOCATION: 37020101				

Entered by: ASEGOVIA

S/O Comments:

PR428867 001 = EK050304.BL1

PR428867 002 = EK060505.BL1

\*\*\*\*ENTIRE ORDER MUST SHIP COMPLETE\*\*\*\*

2847X0 SEP 19, 2005 ACT WT 39.7 HPK 1  
SERVICE GND COM BILL WT 70  
TRACKING# 122847X00341088272  
REF 1: HSLA143845  
REF 2: S3S32850

HANDLING CHARGE \$0.00  
REFERENCE RATE CHARGES:  
IV \$0.00 COD \$0.00 SERVICE \$CBS  
DC \$0.00 HZMT \$0.00 RS \$0.00  
AH \$0.00 NTFY \$0.00 SD \$0.00  
TOT REF CHG \$14.55 REF+HANDLING \$14.55

All goods are shipped at buyer's risk.  
delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI  
assumes no responsibility for goods received damaged.  
Date/Time Printed: 9/15/2005 9:26:36 AM

Page Number: 1

Picked by: JK

Loaded by: \_\_\_\_\_

Inspected by: QIP-OR



**DELIVERY NOTIFICATION**

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

**Tracking Number:** 1Z 284 7X0 03 4108 827 2  
**Reference Number(s):** S3S32850, HSLA143845, S3S32850, HSLA143845  
**Service Type:** GROUND  
**Package Weight:** 39.60 Lbs  
**Shipped or Billed on:** Sep 19, 2005  
**Delivered on:** Sep 21, 2005 11:13 A.M.  
**Delivered to:** 2975 NODULAR DR  
SAGINAW, MI, US 48601  
**Signed by:** VIEAU

**Location:** RECEIVER

Thank you for giving us this opportunity to serve you.

Sincerely,  
United Parcel Service

Tracking results provided by UPS: Oct 10, 2005 9:15 A.M. Eastern Time  
(USA)

## Main Document

